

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

In the Matter of:

PARENT ON BEHALF OF STUDENT,

v.

WESTMINSTER SCHOOL DISTRICT.

OAH Case No. 2014100057

ORDER GRANTING MOTION TO  
DISMISS

APPLICABLE LAW, DISCUSSION AND ORDER

On December 17, 2014, a telephonic status conference was held before Presiding Administrative Law Judge Peter Paul Castillo, Office of Administrative Hearings. Mother appeared on behalf of Student. Nancy Finch-Heuerman, representative for Westminster School District, appeared on behalf of District. A Spanish language interpreter was provided to Mother.

At the telephonic status conference, Mother stated that she no longer agrees with the settlement agreement that she signed, and which the District adopted, and therefore she would not be submitting a letter to dismiss this matter.

At the conclusion of the telephonic status conference, OAH issued an order that if District wished to have this matter dismissed because of the settlement agreement, it needed file a motion to dismiss by 5:00 p.m., on January 5, 2015. Student would have three days after receipt of the Spanish language translation of District's motion to file a response with OAH.

District filed its motion to dismiss on December 22, 2014. A Spanish translation was provided to Parent on December 29, 2014, and Student responded on January 9, 2014.

Settlement agreements are interpreted using the same rules that apply to interpretation of contracts. (*Vaillette v. Fireman's Fund Ins. Co.* (1993) 18 Cal.App.4th 680, 686, citing *Adams v. Johns-Manville Corp.* (9th Cir. 1989) 876 F.2d 702, 704.) "Ordinarily, the words of the document are to be given their plain meaning and understood in their common sense; the parties' expressed objective intent, not their unexpressed subjective intent, governs." (*Id.* at p. 686.) If a contract is ambiguous, i.e., susceptible to more than one interpretation, then extrinsic evidence may be used to interpret it. (*Pacific Gas & Electric Co. v. G. W. Thomas Drayage & Rigging Co.* (1968) 69 Cal.2d 33, 37-40.) Even if a contract appears to be unambiguous on its face, a party may offer relevant extrinsic evidence to demonstrate that the contract contains a latent ambiguity; however, to demonstrate an ambiguity, the contract

must be “reasonably susceptible” to the interpretation offered by the party introducing extrinsic evidence. (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391, 393.)

District established that Parent signed a Settlement Agreement on October 29, 2014, subject to approval by District’s board, which occurred on November 13, 2014. Nothing in the agreement gives Parent to rescind to the agreement, as the only condition subsequent was the approval of the agreement by the District’s board. Accordingly, this matter is dismissed.

IT IS SO ORDERED.

DATE: January 15, 2015

/s/

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PETER PAUL CASTILLO  
Presiding Administrative Law Judge  
Office of Administrative Hearings